

amazon.com

ORIGINAL

## Final Details for Order #113-9426906-0921012

Print this page for your records.**Order Placed:** January 24, 2019**Amazon.com order number:** 113-9426906-0921012**Order Total:** \$109.99Case# 1:22-CV-07587  
DG-RML**Shipped on January 25, 2019****Items Ordered**

	<b>Price</b>
1 of: 3 ft x 29 in Aluminum Folding Portable Mobility Loading Wheelchair Threshold Access Ramp Handicap Briefcase Scooters(3FT ( 36 inch))	\$109.99

Sold by: DT Trading Inc ([seller profile](#)) | Product question? [Ask Seller](#)

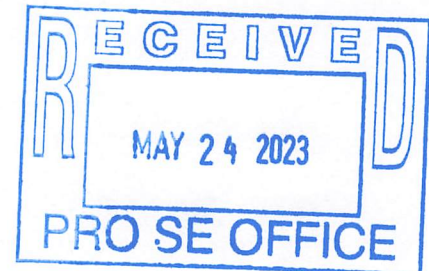
Condition: New

**Shipping Address:**

Nostrand Cafe  
261 NOSTRAND AVE  
BROOKLYN, NY 11216-1212  
United States

**Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Visa | Last digits: 1914

Item(s) Subtotal: \$109.99

Shipping &amp; Handling: \$0.00

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Total before tax: \$109.99

Estimated tax to be collected: \$0.00

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**Grand Total: \$109.99****Billing address**

Nostrand Cafe  
261 NOSTRAND AVE  
BROOKLYN, NY 11216-1212  
United States

**Credit Card transactions**

Visa ending in 1914: January 25, 2019: \$109.99

To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2023, Amazon.com, Inc. or its affiliates

amazon.com

[Why Times 정세분석 2074] 중국의 반도체 이해전술, 무모한 허...

Application Details

https://www.nyc.gov/assets/mopd/downloads/pdf/mopd...

Order Details

amazon prime Deliver to Nostrand Brooklyn 11205

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[Your Account](#) > [Your Orders](#) > [Order Details](#)

## Order Details

Ordered on October 28, 2019 Order# 111-1547695-2640243

[View or Print Invoice](#)

### Shipping Address

Nostrand Cafe  
261 nostrand ave  
Brooklyn, NY 11216  
United States

### Payment Method

VISA \*\*\*\* 6419

### Order Summary

Item(s) Subtotal: \$7.00  
Shipping & Handling: \$6.00  
Total before tax: \$13.00  
Estimated tax to be collected: \$1.15  
Grand Total: \$14.15

[See tax and seller information](#)

### Transactions



Ada Access for Assistance Please Ring Bell Label Decal, 6x6 inch Vinyl for Accessible by ComplianceSigns

Sold by: [ComplianceSigns](#) Product question? [Ask Seller](#)

Return window closed on Dec 4, 2019

\$7.00

Condition: New

[Buy it again](#)

[Problem with order](#)

[Write a product review](#)

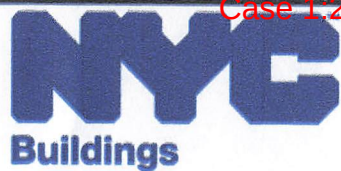
[Archive order](#)

### Recommendations for items from across our store

Page 1 of 9







## NYC Department of Buildings

## Work Permit Data

Premises: 590 LAFAYETTE AVENUE BROOKLYN

Filed At: 261 NOSTRAND AVENUE BROOKLYN

BIN: 3049937 Block: 1789 Lot: 10

Job Type: A2 - ALTERATION TYPE 2

CONCRETE WORK NOT AUTHORIZED - CONCRETE PLACEMENT, FORMWORK, STEEL REINFORCING NOT PERMITTED

DOB NOW: Inspections

Job No:	<a href="#">321179185</a>	Fee:	STANDARD
Permit No:	321179185-01-EW-OT	Issued:	08/21/2015
Seq. No.:	01	Expires:	02/05/2016
Work:		Filing Date:	08/20/2015 INITIAL
		Status:	ISSUED
		Proposed Job Start:	08/21/2015
		Work Approved:	08/06/2015

ALTERATION TYPE 2 - GEN. CONSTR.

RENOVATE EXISTING STORE UG 6 ERECT MINOR INTERIOR PARTITIONS, NEW FINISHES.  
INSTALL PLUMBING FIXTURES. NO CHANGE IN EGRESS, OCCUPANCY OR USE.

Use: COM - COMMERCIAL BUILDINGS - OLD CODE Landmark: NO Stories: 3

Site Fill: NOT APPLICABLE

Review is requested under Building Code: Prior-to-1968

Adding more than three stories: No

Removing one or more stories: No

Performing work in 50% or more of the area of the building: No

Demolishing 50% or more of the area of the building: No

Performing a vertical or horizontal enlargement adding more than 25% of the area of the building: No

Mechanical equipment other than handheld devices to be used for demolition or removal of debris to be used: No

Approved work includes concrete: No

Concrete work has been completed: No

Requesting concrete exclusion now: No

Work includes 2,000 cubic yards or more of concrete: No

Issued to: ANDRIJA M DJORDJEVIC

GENERAL  
 CONTRACTOR - NON- [GC 610748](#)  
 REGISTERED:

Business: AND RENOVATION LLC

318 GRAND STREET #4A BROOKLYN NY 11211

Phone: 917-363-8090

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

## **SPACECUTTER**

141 south 5th street, suite #ow-2  
williamsburg, ny, 11211  
spacecutter.com  
t 347.688.2445

# **TRANSMITTAL**

**DATE:** May 19, 2023

**RE:** 261 Nostrand Avenue, Brooklyn, NY, 11216

**PAGES:** 1

**Dear Sir or Madam:**

In 2015, Café Gravity Corp. engaged our architecture office to renovate an existing restaurant at the address mentioned above. The project objective was to design an economical and efficient coffee shop that met the needs of our clients, who are small business owners. Throughout the design process, we were mindful of the commercial rent expense and made timely decisions based on the client's input.

We obtained the necessary approval from the New York City Department of Buildings to proceed with the project and selected a contractor who provided a 14-week construction build-out schedule. The restaurant space is situated at the intersection of Nostrand and Lafayette Avenues, adjacent to the "G" train Bedford-Nostrand Avenue station. The subway entrance is directly attached to the side of the building, and is situated approximately four feet from the restaurant's front door. Since any construction within 200 feet of MTA property requires additional filing and a permit from the Metropolitan Transit Authority, the proximity of the subway station posed a major challenge with its month's long process.

Given the constraints imposed by the subway station's proximity, installing a permanent accessible sidewalk ramp was an undue burden & not readily achievable. The cost of the ramp construction would have exceeded 20% of the entire renovation. It is our understanding that the client made alternate accessibility arrangements involving a portable ramp, sign & buzzer.

Respectfully,



Alex Gil, architect

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

NATOSHA DUNSTON,  
Plaintiff,

-against-

261 NOSTAND LLC, and  
CAFE GRAVITY CORP  
Defendants.

Case No.: 1:22-cv-07587-DG-RML

**ANSWER**

*Submit copy to*

Defendant, Cafe Gravity Corp., as and for its Answer to Plaintiff's Complaint,  
answers as follows:

1. Deny knowledge or information sufficient to form a belief as to the allegation,  
except to refer all questions of law to the Court.
2. Deny knowledge or information sufficient to form a belief as to the allegation.
3. Admit
4. Admit.
5. Deny knowledge or information sufficient to form a belief as to the allegation.
6. Deny knowledge or information sufficient to form a belief as to the allegation.
7. Deny.
8. Deny.
9. Deny.
10. Deny.
11. Deny knowledge or information sufficient to form a belief as to the allegation,  
except to refer all questions of law to the Court.

15. Deny.
16. Deny.
17. Deny.
18. Deny.
19. Deny
20. Deny knowledge or information sufficient to form a belief as to the allegation, except to refer all questions of law to the Court.

**AS To "PRAYER FOR RELIEF"**

Defendant denies that Plaintiff is entitled to any relief demanded in the "Prayer for Relief" clause of the Complaint, and is not entitled to any other form of relief whatsoever. Without assuming the burden of proof as to any of the following defenses where the law does not impose such burden on Defendant, Defendant asserts the following affirmative Defenses:

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim, in whole or in part, upon which relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

The claims are barred in whole or in part because Plaintiff lacks standing to bring some or all of the claims asserted herein and, in the event Plaintiff has standing to bring his Complaint, Plaintiff lacks standing to challenge any alleged barriers to access that Plaintiff did not specifically encounter and/or that are not barriers to Plaintiff as alleged

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

The claims are barred, in whole or in part, by the applicable statute of limitations.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

The claims are barred because Plaintiff has failed to allege structural barriers with requisite specificity which actually prohibit his access to the property.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

To the extent Plaintiff alleges barriers to access and demands modifications, the removal of such barriers and/or the demanded modifications are not readily achievable, are technically unattainable or physically infeasible or pose an undue burden on the Defendant and Plaintiff was provided access through readily achievable "alternative methods" of accessibility, including but not limited to customer service and a portable ramp which was purchased on January 24, 2019 by Defendant.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

The requests for declaratory and injunctive relief are barred because Plaintiff cannot prove injury in fact or irreparable harm attributable to any wrongful conduct by Defendant.

**AS AND FOR AN SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, as the purported barriers are de minimis because they do not materially impair his use of the facilities as alleged.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff failed to exhaust administrative remedies or otherwise satisfy necessary preconditions to suit and failed to provide Defendant with notice of the alleged violations and an opportunity to cure.

**AS AND FOR AN NINETH AFFIRMATIVE DEFENSE**

The claims are barred to the extent the allegations in the Complaint are moot.

**AS AND FOR AN TENTH AFFIRMATIVE DEFENSE**

Defendant provided an "equivalent facilitation" by providing substantially equivalent or greater access to and usability of the alleged place of public accommodation.



**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

At all times relevant to this action, Defendant acted honestly and in good faith to ensure full compliance with Title III of the ADA and all other applicable state and local public accommodation laws, to the extent readily achievable and/or required by law.

**AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE**

Removal of the alleged barriers would fundamentally alter the goods, services and/or operations.

**AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE**

The Complaint is barred in its entirety because the Property was built before the enactment of the ADA and the Property is thus not subject to the ADA.

**AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE**

Defendant is not the responsible party concerning resulting liability for any of the alleged violations in the Complaint.

**AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE**

Defendant reserves the right to assert additional defenses as they may become known during the course of discovery and trial preparation or otherwise.

**RESERVATION OF RIGHTS**

Defendant reserves its right to amend this Answer, assert cross claims, and to assert additional defenses and/or supplement, alter or change the Answer upon completion of an appropriate investigation and discovery.

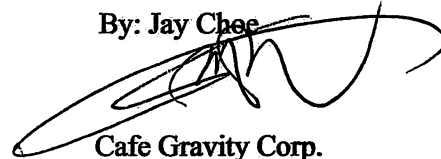
**DEFENDANTS' PRAYER FOR RELIEF**

WHEREFORE, Defendant respectfully request the following relief:

- A. Dismissal of all of Plaintiff's claims, with prejudice, and entry of judgment in favor of Defendant;
- B. An award of the costs of defending this action, including reasonable attorneys' fees; and
- C. All other legal and equitable relief that this Court deems just and proper.

**Dated: May 21, 2023**  
**Brooklyn, New York**

**By: Jay Chee**

A handwritten signature in black ink, appearing to be 'Jay Chee', written over the printed name.

**Cafe Gravity Corp.**  
**261 Nostrand Ave.**  
**Brooklyn, NY 11216**  
**(718) 975-8588**